

# **EXHIBIT**

## **C**

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September 21, 2004

**By Fax**

David I. Gindler, Esq.  
Irell & Manella LLP  
1800 Avenue of the Stars  
9th Floor  
Los Angeles, CA 90067-4276

Dear David:

I write to confirm two aspects of our recent discussions concerning Columbia University's Motion to Dismiss and Covenant Not To Sue.

**1. Minimum Royalty Under 1989 License Agreement**

Last week, I asked you to confirm that, under the Covenant and related representations that Columbia has made, Johnson & Johnson (J&J) presently has no obligation to pay the \$500,000 annual "minimum royalty" referred to in paragraph 4(e) of the parties' 1989 license agreement concerning Erythropoietin. I explained that, given Columbia's representations that (1) J&J owes no royalties on account of the '275 patent, and (2) Columbia does not seek to collect royalties based upon pending applications, J&J should not be required to pay any royalties, including a "minimum royalty," at this time. You have indicated that Columbia is still formulating its position on this issue, and thus is not able to provide J&J at this time with the confirmation it seeks.

David I. Gindler, Esq.  
September 21, 2004  
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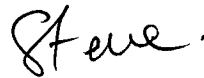
## **2. Liability for U.S. Activities Based Upon Foreign Patents**

In your letter of September 17, you stated that, under the 1989 license agreement, Columbia does not seek payment of royalties for U.S. activities that occurred after August 16, 2000 based upon the existence of a later expiring foreign patent, "except to the extent that Johnson & Johnson's conduct infringed such later expiring foreign patent under the patent laws of the relevant foreign jurisdiction." In our telephone conversation yesterday, you confirmed that, in the quoted scenario, any royalties due on account of activities that occurred after August 16, 2000 would be calculated based upon sales of Erythropoietin in the foreign jurisdiction in question, and would not encompass sales of Erythropoietin in the United States.

As we further discussed, in point of fact, the only foreign patent that expired after August 16, 2000 was the Canadian patent. J&J paid royalties on all Erythropoietin sold in Canada until the expiration date of that patent. Accordingly, Columbia does not contend that J&J presently owes further royalties to Columbia based upon the existence of foreign patents that expired after August 16, 2000.

Please let me know right away if you disagree with anything set forth above. Best regards.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve", followed by a period.

Steven A. Zalesin